



Kenton County School District | It's about ALL kids.

# Issue Paper

**DATE:**

08/23/2023

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve the Project Lead the Way (PLTW) terms of service for the 2023-24 School year.

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board and 04.32 - Procurement

**HISTORY/BACKGROUND:**

The KCS D has utilized Project Lead the Way (PLTW) program to enhance STEM programming in all schools P-8 and at Dixie Heights and Ignite. Teachers at all PLTW schools are trained and certified in Project Lead the Way in order to deliver hands-on experience in STEM fields.

**FISCAL/BUDGETARY IMPACT:**

\$10,450.00 – P-5 (Paid for with school funds)

\$6,248.50 – 6-12 (Paid for utilizing Perkins and LAVEC Funding)

**RECOMMENDATION:**


Approval to the Project Lead the Way (PLTW) terms of service for the 2023-24 School year.

**CONTACT PERSON:**

Matt Moore, Director of District Wide Programs

  
Principal/Administrator

  
District Administrator

  
Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

## PLTW.org and myPLTW.org Terms of Service

Welcome to the websites located at PLTW.org and myPLTW.org (collectively, the “Site”) of Project Lead The Way, Inc. (“PLTW”). The Site is made available as part of the educational activities of PLTW to assist and support educational institutions in empowering students to thrive in an evolving world.

### Terms of Service.

The Terms of Service outlined below govern your use of and access to the information and services provided on the Site. Please review the Terms of Service carefully. Your continued use of the Site constitutes your agreement to the Terms of Service and all documents linked thereto or incorporated by reference, including but not limited to the Privacy Policy and, for PLTW entities, the PLTW Terms and Conditions. Use of the Site is voluntary and not required. If you do not agree to be bound by the Terms of Service, you should not access or use the Site. PLTW may modify the Terms of Service at any time and at its sole discretion. Please check back periodically for any changes to the Terms of Service as changes will be effective as of the date we post the revised version on this Site. Your continued use of this Site after we have posted the revised Terms of Service constitutes your agreement to be bound by the revised Terms of Service and all documents linked thereto or incorporated by reference, including but not limited to the Privacy Policy and, for PLTW entities, the PLTW Terms and Conditions. Should you have any questions regarding the Terms of Service, please contact PLTW at [solutioncenter@pltw.org](mailto:solutioncenter@pltw.org).

### Privacy Policy.

Our Privacy Policy describes how we collect and use information when you and others use this Site. It also describes some of the steps we take to protect your privacy. Our

[Skip to main content](#)

Privacy Policy is part of these Terms of Service. By agreeing to these Terms of Service, you are also consenting to our collection and use of your information in accordance with our Privacy Policy. Please review our Privacy Policy.

**Product-Specific Terms.** Certain areas of the Site, including, but not limited to, the areas of the Site through which you may purchase certain products, may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions (“Product-Specific Terms”). If there is a conflict between these Terms of Service and the Product-Specific Terms, the Product-Specific Terms will control with respect to your use of or access to those products/services.

**Eligibility.** This Site features online shopping and social networking interaction (“myPLTW Community”). You must be 18 years of age or older to participate in such activities. By ordering a product or service or engaging in myPLTW Community on the Site, you represent that you are 18 years of age or older. Some of the features on the Site may be used by a minor; however, a parent and/or guardian must create and manage any Account (as defined below) and that parent/guardian will be considered the Registered User (as defined below). Any use of an Account by a minor shall be deemed use by the Registered User, and the Registered User is also entering into these Terms of Service on behalf of his/her minor.

**Account.** In order to access or use certain features of the Site, you may be required to create an account (“Account”) and become a “Registered User” of the Site.

You may create your own Account, or your Account may be assigned to you by an administrator, such as an educational institution.

If you are using an Account assigned to you by an administrator, different or additional terms may apply and your administrator may be able to access or disable your account. During the registration process you may be required to provide certain information and establish a username and a password. By registering for an Account, you represent and warrant that you are not a minor. You agree to provide accurate, current and complete information during the registration process and to update your information as needed.

[Skip to main content](#)



PLTW reserves the right in its sole discretion to refuse to keep Accounts for, or provide any services to, any individual.

You are responsible for safeguarding your password and for restricting access to your computer. You agree to take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions and that all use under your Account shall be deemed to be use by you. You will immediately notify us of any unauthorized use of your Account. Transfer of an Account by you to any other person or entity without our prior written permission is strictly prohibited.

**Products.** Products offered on the Site constitute a selection of those that meet PLTW's curriculum specifications. If you wish to avail yourself of a broader choice, you are invited to contact PLTW at [solutioncenter@pltw.org](mailto:solutioncenter@pltw.org) . The products on the Site are described as clearly as possible to help you understand the essential characteristics of the goods that are offered, before the customer makes a final decision to purchase those goods. We do this to ensure compliance with laws, as well as in fairness to customers. PLTW will not be liable if, in spite of all the care taken by PLTW, there are inaccuracies in the presentation on the Site. However, if informed of the inaccuracy, PLTW will seek to promptly correct the description. **PLTW DOES NOT WARRANT THAT ITEM DESCRIPTIONS OR OTHER CONTENT OF THE WEBSITE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE.** If a product offered on the Site is not as described, your sole remedy is to return the product, or cancel the purchase, under our Return & Cancellation Policy.

1. PLTW will accept return of unopened and unused product for a credit within thirty (30) days of receipt. Prior to the return of any product, please contact PLTW at [productsupport@pltw.org](mailto:productsupport@pltw.org) to obtain a return authorization number. PLTW reserves the right to charge restocking fees up to fifteen percent (15%) of the sales price of the returned product.

2. **Prices.** Prices are firm and final and are expressed in US dollars. All applicable taxes are included in the order confirmation. PLTW reserves the right to modify prices at

**Skip to main content** any time without notice. Items ordered are invoiced at the price in effect on the



day of the order. Despite our best efforts, some of the items on the Site may be mispriced. If an item's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation. Standard shipping and processing charges are included in the sale price for products available for purchase on the Store, except as otherwise provided. PLTW reserves the right to charge you additional shipping charges for orders shipped outside of the 48 contiguous states of the United States. Some optional premium shipping services may be made available from our freight carriers, including expedited shipping, lift-gate service, driver assist, de-palletizing freight, driver detention and/or inside delivery. You are responsible for any such optional premium shipping services, which shall be billed directly from the carrier. We encourage you to print and maintain a copy of your purchase order for your records.

3. **Payment.** Payment, expressed in US Dollars, shall be made exclusively online through the Site via MasterCard, Visa, American Express, Discover or a PLTW purchase order. PLTW will charge your credit card upon order submission.

4. **Shipment.** Items may be delivered by FedEx, UPS, USPS or other commercial carriers. Any delivery times provided on the Site are estimates only. Exceeding these times shall in no event be held against PLTW or give rise to any cancellation of the contract or to any indemnity whatsoever for damages and interest. The risk of loss and title for such items is on the customer should an item be lost or damaged in transit. Items are always shipped at the risk of the customer, who must check their good condition at delivery. Any problem concerning delivery (damaged parcels, items missing from the PLTW invoice accompanying them, etc.) must be brought to the attention of PLTW within thirty (30) days by contacting PLTW via email at [productsupport@pltw.org](mailto:productsupport@pltw.org).

**Order.** A guided search allows you to find a selection of items from PLTW's collection of programs, courses and products available on the Site. You may then make your choice from this selection in order to place your order. Your order is carried out in three steps:

**Skip to main content**

1. The first step consists of approval by you of the programs, courses or products and services chosen for your order. This action is effected by clicking on the “PROCEED TO CHECKOUT” button.
2. The second step consists of your entry of the necessary pieces of identification and other information required for the execution of the order. You must have created an Account through the Site that includes your contact information, and you must include your payment information.
3. The third step consists of the final approval of the order. You will be presented with a summary of the order, including all items selected, delivery, payment information and billing addresses, the total amount of the said items, taxes, and shipping and processing costs. At this point, you will verify the summary of the order and make, if desired, any modifications to it. After such modifications, you will be presented with a new summary of the order so modified. Any order whether modified or not must receive final approval on the part of the customer, based on the summary described. This action is effected by clicking on the “PLACE ORDER” button. This click constitutes an electronic signature that has, between the parties, the same validity as a handwritten name. Once you click the “PLACE ORDER” button, the purchase order is valid and binding.

PLTW commits to preparing the order in the shortest possible time.

**Monitoring and Enforcement.** While PLTW has the right to monitor activity and content associated with the Site, it is not obligated to do so. PLTW does not guarantee the accuracy, integrity or quality of the Site or its content. PLTW may investigate complaints that come to its attention regarding the Site and may take any action that it believes is appropriate, including, but not limited to, issuing warnings, removing the content or terminating accounts and/or subscriptions. However, because situations and interpretations vary, PLTW also reserves the right not to take any action. Any opinions, advice, statements, information, content or other material posted by any third party do not reflect the opinions or positions of PLTW. If at any time PLTW chooses, in its sole discretion, to review the Site and/or postings for content, it nonetheless assumes no

[Skip to main content](#)

responsibility for the content, no obligation to modify any inappropriate content and no responsibility for the conduct of the user submitting any such content. PLTW reserves the right, in its sole discretion, to reject, refuse to post or remove any posting or to restrict, suspend or terminate access to all or any part of the Site at any time, for any or no reason, with or without prior notice, and without liability.

**Intellectual Property Ownership and Rights.** PLTW owns all rights in the Site.

You acknowledge that PLTW retains all rights and title to its marks, curricula, program materials, website (including, without limitation, site design, logos, button icons, images, digital downloads, data compilations, text and graphics) and other intellectual property (“PLTW Materials”). All such materials and content are protected by copyright, trademark and other intellectual property laws.

Your use of any PLTW Materials is limited to purposes related to the implementation of the PLTW Program, as allowed by these Terms or another express written agreement with PLTW. Any other use of such materials, including but not limited to commercial use, shall be strictly prohibited.

To the extent that the Site includes materials, documents or software to be downloaded to your computer (collectively, “Software”), the Software is considered part of the Site and may be used only in connection with the authorized implementation of the PLTW Program and for no other purpose. You may not alter or distribute the Software or associated data files, except as permitted by license from PLTW. You expressly agree that you will be solely responsible for any damage to your computer system or loss of data that results from your access to the Software.

**Disclaimers.** The Site and any Software is provided on an “as is” and “as available” basis, and PLTW does not represent or warrant that the information accessible via the Site (including any links to third-party websites) is accurate, complete or current. PLTW accepts no responsibility or liability whatsoever with regard to the information on the Site. PLTW provides links to third-party websites for your convenience only. **PLTW DOES**

**Skip to main content**



**NOT ENDORSE, RECOMMEND OR PROVIDE ANY WARRANTIES REGARDING THE THIRD-PARTY WEBSITES OR THE PRODUCTS OR SERVICES PROVIDED THEREIN.**

You understand that PLTW cannot and does not guarantee or warrant the security of the Site, or that the Site will be free of infection or viruses, worms, Trojan horses, time bombs, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy and security of data, and for maintaining a means external to the Site for the reconstruction of any lost data.

**PLTW EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES RELATED TO THE SITE OR ANY OF THE SERVICES OR PRODUCTS LISTED THEREIN OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ANY MATERIAL STREAMED, VIEWED, DOWNLOADED, OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE AND ANY USE OF THE SITE IS AT YOUR OWN DISCRETION AND RISK.**

**Indemnification.** By using this Site and accepting these Terms of Service, you agree, to the greatest extent permitted by law, to assume responsibility for, and to indemnify and otherwise hold harmless PLTW, its officers, employees, agents, subsidiaries, affiliates and other partners from any direct, indirect, incidental, special, consequential or exemplary damages resulting from: (i) any statements you make anywhere on the Site; (ii) your use of the Site or the programs, courses and/or products offered through the Site; (iii) unauthorized access to or alteration of your communications with or through the Site; or (iv) any other matter relating to your use of the Site or the programs, courses and/or products offered through the Site.

**Enforcement of Terms.** We have the right to determine whether there has been a violation of these Terms. If we determine the Terms have been violated, we have the right to determine the action that will be taken. The action to be taken may include (but not be limited to):

[Skip to main content](#)

Immediate termination of Your right to use the Site. The termination may be temporary or permanent. Immediate removal of any content posted by you to the site. Issuance of a warning or other communication to You. Legal proceedings against You, including seeking of damages (including indemnity) recovering all costs and losses suffered as a result of Your violation of the Terms. Other forms of legal proceedings against You. Referral to law enforcement agencies for further action. We will not be liable for any damages which You may suffer as a result of the foregoing actions.

**Termination.** In its sole and absolute discretion, with or without notice to you, PLTW reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Site (or any part thereof).

You agree that we will not be liable to you or to any third party for any modification, suspension or discontinuance of this Site. Additionally, we may terminate these Terms of Service at any time, without notice to you, if we believe, in our sole discretion, that you have breached or may breach any term or condition of these Terms of Service, or we may terminate these Terms of Service for our convenience.

**Limitation of Liability. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK.**

To the greatest extent allowed by law, PLTW specifically disclaims any liability for any damages arising out of or in any way connected with your access to or use of the Site. PLTW shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages of any sort resulting from your use of the Site or any unauthorized access to or alteration of any transmissions or data or any other matter relating to this Site. Because some jurisdictions may not allow for the exclusion of damages, PLTW's liability in such jurisdictions shall be limited to \$1.00 USD or the greatest extent allowed by the law of such jurisdiction.

**ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS, THE SITE, OR THE SERVICES MUST BE COMMENCED WITHIN**

[Skip to main content](#)

**ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.**

**Severability.** In the event that one or more portions of these Terms of Service shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable term shall be replaced by a valid, legal and enforceable term that most nearly fulfills the intent of the original term, and the invalidity, illegality or unenforceability shall not affect any other provision contained in these Terms of Service.

**No Waiver.** Any delay or failure by PLTW at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision. No delay or failure by PLTW in exercising any right hereunder shall constitute a waiver of such right or any other rights hereunder.

**Governing Law.** Any delay or failure by PLTW at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision. No delay or failure by PLTW in exercising any right hereunder shall constitute a waiver of such right or any other rights hereunder.

**Titles.** The section titles in these Terms of Service are for convenience only and have no legal or contractual effect.

**Entire Agreement.** These Terms of Service represent the entire understanding between you and PLTW regarding the rights and obligations of individuals who access the Site, and this agreement supersedes all prior and contemporaneous agreements and understandings between you and PLTW regarding access to the Site. These Terms of Service are binding upon and shall inure to the benefit of you and PLTW and your respective successors, heirs, executors, administrators, personal representatives and permitted assigns.

**Conduct of Users.** You agree that you are solely responsible for your use of the Site.

You agree to be truthful and not misrepresent any demographic or personal information during registration. You also agree not to violate reasonable ethical, moral or



professional standards in any content that you upload, post or distribute. You agree that you will not post, or permit others to post, content on the Site that i. encourages illegal activities, is fraudulent or is unlawful; ii. insults, defames, harasses or threatens others; iii. violates the copyright or intellectual property or privacy rights of others; or iv. contains obscene, vulgar, pornographic or libelous material. If you are a Registered User with permission to purchase goods on the Site, you agree to keep all sales pricing and product information confidential.

You agree that you will not collect information about third parties via the Site or use any such information for the purpose of transmitting or facilitating the transmission of unauthorized or unsolicited advertising, junk or bulk e-mail, chain letters or any other form of unauthorized solicitation. You agree that you will not engage in the systematic retrieval of data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database or directory without PLTW's prior written consent. Screen scraping, web scraping and other data collection techniques are not permitted. You agree to comply with all applicable laws in your use of the Site.

**myPLTW Community Specific Terms.** The following terms are applicable to Registered Users of the myPLTW Community site.

- 1. Posting Content.** The myPLTW Community website is public for group members, and all of the posted information is considered public information because of the broad accessibility to multiple group members. PLTW has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party sites or services to which users may post links or from which users may reference content. PLTW strongly advises users to read the terms and conditions and privacy policy of any third-party site that users visit. All content posted and/or uploaded within the myPLTW Community is done voluntarily by those with user credentials, and the content is not verified by PLTW prior to the post. Therefore, you agree that PLTW shall not be responsible for information provided herein under any theory of liability or indemnity.

**Skip to main content**

**2. Personally Identifiable Information.** You are prohibited from posting content that includes personally identifiable information without Appropriate Approval and documentation. “Appropriate Approval” includes written approval from the designated PLTW Program Coordinators and the appropriate building-level or district level administrator, according to your local school policies. An example under which this prohibition could be inadvertently violated would be a graded student quiz, or data analysis for student performance that is broken down by demographic categories but includes data for groups of less than ten students. Certain legal jurisdictions treat pseudonomized data (data that replaces names, etc. with other, unrelated identifiers) as identifiable data. Users in the European Economic Area, Brazil and other jurisdictions that treat pseudonomized data as identifiable data must have the consent of the data subject and Appropriate Approval to post data.

**3. Content Distribution.** You are prohibited from using or taking content that has been posted within myPLTW Community and distributing, sharing, or otherwise using it outside of myPLTW Community or for any purposes outside of the professional learning community purpose of myPLTW Community discussions.

**4. Community Conduct.** In posting content to myPLTW Community, you agree that you will not:

1. Provide any content that may be construed as political lobbying, solicitations or contributions or use myPLTW Community to link to any sites or political candidates or parties.
2. Post outdated or inaccurate PLTW documents, materials, content, and other resources;
3. Provide any content that markets or endorses products, materials, programs, blogs, or services whether your own or from which you, a relative, or other individual with whom you or a Registered User has a family or business relationship or will benefit or expects to financially or professionally benefit;

**4. Share Confidential Pricing Information.** You are prohibited from sharing confidential pricing information of any party;

5. Collect or store, or attempt to collect or store, personal data about third parties without their knowledge and consent;
  6. Harass another Registered User;
  7. Transmit any material that contains software viruses, worms, disabling code, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
  8. Transmit any unsolicited or unauthorized advertising (including advertising of non-PLTW services or products), promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation;
  9. Transmit any material that you do not have a right to make available under any law or under contractual or fiduciary relationships;
  10. Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
  11. Upload, post, email, share or otherwise transmit ("Transmit") any material that is unlawful, disruptive, threatening, profane, abusive, harassing, embarrassing, hateful on the basis of race, ethnicity, sex, or disability, tortious, defamatory, obscene, libelous, or is an invasion of another's privacy, as solely determined in PLTW's discretion;
  12. Violate any local, state, federal or international laws and regulations, including but not limited to the previously-listed confidentiality, copyright, trademark, trade secret, patent, and other intellectual property rights laws through content that you post, send, or receive via this Site;
5. **Misuse.** If you see content that appears to violate the rights of another, including rights of another group member, a student, an individual who is not a group member, or rights of a corporation or other business entity, please report the concern to PLTW by flagging the comment for review by PLTW within myPLTW Community. You understand and agree that PLTW may disclose your communications and activities in response to lawful requests by governmental

**Skip to main content**



authorities, including Patriot Act requests, judicial orders, warrants or subpoenas, or for the protection of PLTW or its users. You agree that in the event that PLTW exercises any of its rights hereunder for any reason, PLTW will have no liability to you. Based on the judgment of PLTW, PLTW may provide notice and information regarding users' actions, whether actual or alleged, to local school administrators and/or local or other legal authorities, including law enforcement if PLTW determines that such notification is appropriate.

## **DMCA Take-Down Notice**

PLTW will respond to notices of alleged copyright infringement that comply with applicable law. If You believe any materials posted or displayed on or accessible on or through the Site infringe Your copyright, You may request removal of those materials (or access thereto) from the Site by submitting written notification to the PLTW Intellectual Property Agent (designated below). In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (the "DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

Your physical or electronic signature; Identification of the copyrighted work You believe to have been infringed or, if the claim involves multiple works, a representative list of such works; Identification of the material You believe to be infringing in a sufficiently precise manner to allow us to locate that material; Adequate information by which we can contact You (such as Your name, mailing address, telephone number, and, if available, an e-mail address); A statement that You have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law; A statement that the information in the written notice is accurate; and A statement, under penalty of perjury, that You are authorized to act on behalf of the copyright owner.

PLTW's designated Intellectual Property Agent to receive DMCA Notices is:

Chief Legal and Assessment Officer

5939 Castle Creek Parkway North Drive

[Skip to main content](#)

Indianapolis, Indiana 46250

If You fail to comply with the requirements of Section 512(c)(3) of the DMCA, Your DMCA Notice may not be effective.

If You knowingly materially represent that content on the Site is infringing Your copyright, You may be liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

**Effective: November 2019**

## PLTW

### EXPLORE CURRICULUM

[PLTW Launch](#)

[PLTW Gateway](#)

[PLTW Computer Science](#)

[PLTW Engineering](#)

[PLTW Biomedical Science](#)

### PLAN FOR PLTW

[Investment](#)

[Funding & Grants](#)

[Classroom Implementation](#)

[Standards Connections](#)

[FAQs](#)

### PROFESSIONAL DEVELOPMENT

[Training Schedules](#)

**EXPERIENCE PLTW**  
[Skip to main content](#)

[Blog](#)

[National Awards](#)

[Success Stories](#)

[Events](#)

[Student Opportunities](#)

[School Locator](#)

#### **MORE**

[Partners](#)

[About Us](#)

[Careers](#)

[Resources](#)

[Contact Us](#)

[Shop PLTW](#) 

©2023 Project Lead The Way. All rights reserved.

[Terms of Service](#)

[Privacy Policy](#)

[Legal & Compliance](#)

[Accessibility](#)

[Sitemap](#)



## PLTW.org Privacy Policy

**Introduction.** This website, including the features, applications, emails, content, downloads, products or services of the website (collectively, the “Site”) has been developed as part of the charitable and educational activities of Project Lead The Way, Inc. (“PLTW” or “We”) to assist and support educational institutions in providing students with an innovative, highly effective science, technology engineering and math (“STEM”) curriculum and to promote STEM education. This Privacy Policy describes how we collect and use information through the Site. Please carefully read this policy before using and providing any information through the Site. Your use of the Site constitutes consent to this Privacy Policy. Please also read the “Terms of Service” which describe the rules regarding the use of the Site. This Privacy Policy is incorporated by reference into the Terms of Service.

**BY PROVIDING INFORMATION TO US, AND BY USING THIS WEBSITE, YOU ARE CONSENTING TO THE COLLECTION AND PROCESSING OF PERSONAL INFORMATION AS DESCRIBED IN THIS PRIVACY POLICY.**

### SUMMARY PRIVACY NOTICE

- PLTW complies with local law when it collects and processes personal information.
- PLTW usually does not collect or process sensitive personal information, unless it is required by law.
- If PLTW is going to collect or process sensitive personal information for purposes not required by law, we will ask your specific personal consent.
- For the collection and processing of personal information and sensitive personal information of children, consent is obtained from at least one parent, a legal

[Skip to main content](#)

guardian, or, if permitted by local law, the school in which the child is enrolled.

- You have certain rights regarding the personal information and sensitive personal information that PLTW collects and processes. PLTW respects these rights:
  - To know what information is collected and processed, and why
  - To access your data
  - To ask for correction if the information we are processing is incomplete, incorrect or out-of-date
  - To ask us to delete information, such as information that is no longer relevant
  - To have a copy of the data to take to another service provider
  - To know what third parties we share data with.
- You also have the right to know the impact of these requests.
- PLTW has the policy of granting these requests when possible. However:
  - If certain data is deleted, or if consent to process data is denied or revoked, the data subject may no longer be able to participate in PLTW programs or buy PLTW products, because the ability to process that data is necessary to provide the programs, services, and products.
  - If the requested correction is factual, and PLTW does not agree that the correction is appropriate, PLTW may not be able to make the requested correction. However, PLTW may be able to add a notation that the correction was requested. For example, if a student requests that a grade be changed from a C to a B, PLTW cannot change the grade without authorization from the school; however, PLTW may be able to include a notation that the student requested that the change in grade be noted.
  - PLTW may not be able to delete certain information. For example, if PLTW is required to retain information by law, PLTW cannot honor a request to delete that information.

- PLTW has a dispute resolution process, which may be updated from time to time. Our Data Protection Officer can be reached at [dpo@pltw.org](mailto:dpo@pltw.org). If the Data Protection Officer is not able to resolve your concerns, you can discuss those concerns with the regulators in your jurisdiction. The Data Protection Officer can help you find the contact information for that regulator.
- PLTW does transfer personal information across international borders. PLTW's main office is in the United States of America. Therefore, if you are in a country other than the United States, your information may be sent to the U.S., whose data protection laws may be less protective than the data protection laws in your country.
- PLTW's website does use cookies.
- We encourage you to read the full Privacy Policy, which follows this Summary. If you have any questions, please contact the Data Protection Officer at [dpo@pltw.org](mailto:dpo@pltw.org).

## PRIVACY POLICY AND NOTICE

- It is PLTW's policy to protect personal information collected and processed by PLTW in compliance with applicable laws. Because PLTW may operate in a number of different countries, some privacy protections may apply based on the country in which the data was collected or processed. PLTW strives to ensure that all personal information is protected and used only as necessary to accomplish the purposes for which the data is collected and to ensure that data subjects are provided the ability to control the use of their data to the greatest extent possible.
  - Personal data of individuals in the European Economic Area that is collected or processed for or by PLTW will be processed in compliance with the European Union's General Data Protection Regulation ("GDPR"). PLTW will also comply with other applicable data protection laws with regard to the processing of personal data and on the free movement of such data.
  - Personal data of individuals in Brazil that is collected or processed for or by PLTW will be processed in compliance with Brazil's General Data Protection Law ("GDPL"). PLTW will also comply with other applicable data protection laws

**Skip to main content**

with regard to the processing of personal data and on the free movement of such data.

- Personal data of individuals in Australia that is collected or processed for or by PLTW will be processed in compliance with Australia's Federal Privacy Act. PLTW will also comply with other applicable data protection laws with regard to the processing of personal data and on the free movement of such data.
- This Privacy Policy also serves as the Privacy Notice for the European Economic Area, Brazil, and Australia. PLTW typically serves as the Data Controller and determines what data is collected and processed. At times, PLTW may act as a Data Processor.
- PLTW has designated a Data Protection Officer, who can be reached at [dpo@pltw.org](mailto:dpo@pltw.org).
- The purposes and legal basis for the processing are described in this Policy.
- Personal information will be transferred to the United States for further processing.
- For individuals subject to European Union, Australian, and Brazilian law, the consent of at least one parent or legal guardian of individuals under 18 will be obtained before collecting and processing personal data. Parental consent is not required to collect and use data:
  - To contact the parent or legal guardian
  - To use the data a single time, if the data is not stored
  - To use the data for the protection of the child/adolescent
  - As otherwise required or permitted by law.
- You have the right to ask us to:
  - Confirm that we are processing your data;
  - Access your data;
  - Correct incomplete, inaccurate or out-of-date data;



- Anonymize, block or delete unnecessary/excessive or non-compliant data;
  - Take a copy of the data to another service provider;
  - Delete the data;
  - Know the third parties we share the data with;
  - Explain the possibility of denying consent, and what happens if you deny consent;
  - Revoke consent.
- We encourage you to understand your rights regarding your data. Parents and legal guardians exercise these rights on behalf of their children.
    - If you deny consent, revoke consent, or we delete data, you or your child may no longer be able to participate in PLTW programs, activities, opportunities, or order PLTW products.
    - In some cases, we may not be able to grant a request. For example, we may not be able to delete (erase) data if we are required to maintain that data under law. However, we might be able to add a notation that erasure or rectification was requested.
  - If there is a concern about privacy or security of data, please contact the Data Protection Officer at [dpo@pltw.org](mailto:dpo@pltw.org). If the Data Protection Officer is not able to resolve your concern, a dispute resolution process is available upon request. If the Data Protection Officer is not able to resolve your concerns, you can discuss those concerns with the regulators in your jurisdiction. The Data Protection Officer can help you find the contact information for that regulator.

**How Do We Collect Personal Information?** Many areas of the Site can be used without collection of personally identifiable information. There are some areas that require an account to access or use the area. We collect personally identifiable information that you provide when you:



- Create an Account
- Make purchases
- Subscribe to a newsletter
- Respond to a survey
- Fill out a form
- Submit or post content
- Engage in other activities, services or features that We make available on the Site that request your information
- If you sign up to use a special feature of the Site, you may be asked to expressly consent to special terms, for example, by affirmatively checking a box or clicking a button marked, "I agree." This separate agreement will supplement or amend this Policy, but only with respect to the matters governed by such separate agreement.

## **What Information is Collected?**

The information that is collected may include:

- Name
- Contact information, such as:
  - Mailing address
  - Phone number
  - Email address
  - School District
- Date of birth, or grade you are in school
- Student ID number
- IEP status/testing accommodations

**Skip to main content**

- NCES code
- Other information that you provide to Us

We only collect sensitive personal information when we are required to by law, or when necessary for the purposes of the processing or with your consent. Sensitive personal information is personal information regarding:

- Racial or ethnic origin
- Religious belief
- Political opinion
- Trade union or religious, philosophical or political organization membership
- Information about health or sex life
- Information about genetic or biometric data

### **How Do We Use This Information?**

We use personally identifiable information only if:

- The subject of the data (or the subject's legal representative, such as a parent or, in some cases, the school) has consented to the use
- The use is necessary to perform an agreement that the subject of the data is a party to, or that the subject of the data has requested prior to entering into an agreement;
- To comply with a legal obligation;
- To protect vital interests of an individual;
- To carry out a task in the public interest that is an obligation of PLTW;
- The use is necessary for purposes of the legitimate interests of PLTW, and those interests are not overridden by the interests or fundamental rights and freedoms of the subject of the data.

**Skip to main content**

Examples of ways that we use personally identifiable information include:

- To improve customer service
  - *Your information helps us respond to Your customer service requests and support needs more efficiently.*
- To improve user experience
  - *We may use individual and aggregated information to understand how our services, resources and Site are used.*
- To improve our Site
  - *We may use feedback to improve PLTW products and services.*
- To process payments
  - *We use information provided when placing an order to fulfill that order.*
- To run a promotion, contest, survey or other Site feature
  - *To provide information about topics We think will be of interest.*
  - *To advise Site users of survey results, or if they won a contest.*
- To send periodic emails
  - *We may send email updates about orders, or to answer inquiries, questions, and/or other requests. If you decide to opt-in to our mailing list, We may send emails that include PLTW news, updates, and product or service information. You can unsubscribe from receiving future emails at any time; unsubscribe instructions are included at the bottom of each email.*
- For the purposes specified at the time of collection.
  - *There may be other purposes that are specified when the information is collected.*
- As otherwise permitted or required by law.

## **How Do We Share Your Personal Information?**

We do not sell, trade, or rent Your personal identification information to others.

[Skip to main content](#)

- You may contact [solutioncenter@pltw.org](mailto:solutioncenter@pltw.org) to tell Us you do not want your information to be sold to third parties.
- However, we may still give your information to third parties that provide services to us.

We may share information about visitors to the Site:

- With our business partners, trusted affiliates and advertisers to help provide services that are described above and on the Site.
- With third party service providers that help us operate our business and the Site or administer activities on our behalf, such as sending out newsletters or surveys. Newsletters and surveys are only sent if You have agreed to receive them.
- With companies that provide services to us, such as website hosting services or credit card processing services.
- With companies that are disclosed to You at the time You provide the Information.
- As permitted or required by law; for example, to comply with a court order or subpoena, or to prevent or investigate a crime or fraud. We may share information if necessary to enforce this Privacy Policy or Terms of Use of the Site. We also reserve the right to report to appropriate law enforcement or government agencies activities that We, in good faith, believe to be harmful or unlawful, with or without providing notice to You.
- PLTW complies with the Family Educational Rights and Privacy Act (FERPA), which prohibits the release of education records without student permission, and other applicable online privacy laws.

Sensitive personal information is only used as permitted by law in the country in question. Some of these purposes are:

- With the specific consent of the subject of the data (or the subject's legal representative, such as a parent), for the specific purpose;

**Skip to main content**

- To comply with a legal or regulatory obligation;
- If permitted by law, for research purposes;
- For the prosecution or defense of legal claims or other legal proceedings, as permitted by law;
- If necessary to protect the vital interests of a natural person;
- When processing is necessary for reasons of substantial public interest.

### **Is the Site Private?**

Some of the Site is not private and can be viewed by others. You may be permitted to post content for viewing on the Site. We have no control over, and disclaim responsibility or liability for, how other users may respond to, use or misuse the content that you post for public viewing on this Site, or for any actions taken by other users related to content that You post on the Site. Please consider carefully the information that You choose to post for public viewing on the site.

### **How Can You Access or Correct Your Information**

- You have the right to access your personal information stored with us to ensure that it is accurate, complete and current.
- Upon request, we will grant you reasonable access, except where the burden or expense of providing access would be disproportionate to the risks to your privacy or where the rights of other persons would be violated.
- We will take reasonable steps to correct, amend or delete information that you can independently demonstrate is inaccurate or incomplete. You can correct or amend your information by sending an email to us at [solutioncenter@pltw.org](mailto:solutioncenter@pltw.org) or calling us at [\[877\]-335-7589](tel:877-335-7589). You may use the same email address or phone number to ask us to delete information about you. However, we may not agree to delete information, if (a) we still need to information for legitimate purposes; or (b) we are required to retain the data for regulatory or legal purposes.

**Skip to main content**



- You may withdraw your consent to the collection, use and transfer your personal information. However, please note that, by withdrawing your consent, it may be impossible for us to continue to provide you with certain services.
- You can log in to Your Account and correct or update information in Your User Profile.
- You can send an email to [solutioncenter@pltw.org](mailto:solutioncenter@pltw.org) requesting that information be corrected

## **What Information is Automatically Collected**

We may collect certain information automatically, including:

- The IP address of the computer You are using;
- The date and time You are connecting to the Site;
- Website analytic data;
- Technical information about Your computer, such as the operating system, the browser and the Internet service providers You are using, and other similar information.

## **Web browser cookies**

Our Site uses “cookies” to enhance User experience.

- Cookies are small text files that are placed on Your hard drive. Cookies help identify a User's computer and may allow some tracking of information. For example, cookies can remember a User between visits, and can keep information in a shopping cart.
- A persistent cookie is set to store your User Name and Password, so you do not have to enter it more than once. Persistent cookies also enable the ability for the Site to track and target the interests of a user in order to enhance the experience of

**Skip to the user consent**

- We do not currently collect, and it is not our policy to permit third parties to collect “targeted” cookies (persistent identifiers tracking users across different sites and services) for purposes of advertising.
- You can set Your web browser to refuse cookies, or to alert You when cookies are being sent. However, if You refuse cookies, some parts of the Site may not function properly.

### **Google Analytics Notice**

We use Google Analytics, which uses cookies to analyze website traffic. For instance, Google Analytics tells us how many people have visited our website, what pages they visit, and how long they visit each page. You can visit <https://policies.google.com/te...> to learn more about how Google uses the information collected.

### **California Do Not Track Notice**

Many internet browsers have "Do Not Track" features which, when turned on, send a signal (the "DNT signal") to the websites a user visits that indicates the user does not want to be tracked. Because there is not yet a common understanding of how to interpret DNT signals, and there is no common definition of "tracking", We do not currently respond to DNT signals on the Site. We do not engage in targeted behavioral advertising.

### **Your California “Shine the Light” Privacy Rights**

Upon your request, submitted to [solutioncenter@pltw.org](mailto:solutioncenter@pltw.org), We will advise you of any categories of personal information that We disclose to third parties, and (to the extent We know) whether those third parties use that information for their direct marketing purposes. If We provide Your personal information to a third party, We do not allow that third party to use that information for marketing their services, unless You have consented to that use.

### **How Do We Protect Your Information?**

**Skip to main content**

We use reasonable data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of Your personal information, username, password, transaction information and data stored on our Site. However, it is impossible to guarantee security of any website, or of data transmitted over the Internet. While We seek to protect information, We cannot guarantee the security of any personal information You provide through the Site. It is important that You are careful when You provide private information online, that You use a secure connection, and that You protect your username and password.

### **Third Party Websites**

- This Site may provide hyperlinks, which are highlighted words or pictures within a document, that, when clicked, take you to another place within the document, to another document altogether, or may take you to a third-party website not controlled by PLTW.
- Any third-party websites may collect, use, and disclose information in a manner different than the Site. PLTW is not responsible for the collection, use, or disclosure of information collected through these websites and expressly disclaims any and all liability related to such collection, use, or disclosure.
- Chat Rooms, Journals and WebLogs, Message Boards, Classifieds, and Public Forums are areas that are only available to eligible and registered users.
- Whenever you voluntarily post public information to journals, weblogs, message boards, classifieds, or any other public forum, then that information can be accessed by the public and can in turn be used by those people to send you unsolicited communications.
- You should use discretion in providing information in these areas. PLTW is not responsible for the review, collection, use, or disclosure of information collected through such public forums and expressly disclaims any and all liability related to such collection, use, or disclosure.

PLTW does not share any information with third parties except as stated in this Privacy Policy, as required by law, as needed to protect the rights of others, or to enforce the terms of use for the Site.

### **Third Party Websites**

Any information PLTW collects from its donors is used by PLTW for internal purposes only, such as program implementation, tax reporting, legal compliance, or budgeting, and is shared with board members, staff and third parties for these purposes only. Otherwise, donor information shall be kept strictly confidential by Project Lead The Way, its board members, staff and volunteers, unless permission is obtained from individuals or organizations to release such information. Project Lead The Way is committed to respecting the privacy of its donors.

### **Protecting Children's Privacy**

As a service provider to educational institutions, PLTW is committed to protecting the privacy of children, including any children under the age of 13.

- We adhere to the Children's Online Privacy Protection Act, (COPPA), and do not knowingly register or otherwise collect personally identifiable information from any child under the age of 13 without the prior verifiable consent of the child's parent or guardian.
- Any student information collected by PLTW on or through the Site is collected solely for the benefit of such students and their school systems. Schools that we contract with obtain consent from the parent or guardian of the child, authorizing PLTW to collect and use the child's personally identifiable information for purposes of the PLTW program.
- Parents/guardians may receive, upon written request, a description of the types of personal information collected on the Site; an opportunity to review their child's personal information and/or have the information deleted; and may revoke permission for further use or online collection of a child's personal information.

[Skip to main content](#)

- Subject to any legal and/or regulatory record keeping requirements, PLTW retains personal information collected from a child for only as long as is necessary to fulfill the purpose for which it was collected and deletes such personal information using reasonable measures to protect against its unauthorized access or use.
- PLTW uses the following method to confirm parental permission for children to use the Site: Program Participants agree to obtain verifiable consent from the parents/guardians of all students to the collection and use of personal information provided through and on PLTW websites or related applications and software and use of school internet resources.

PLTW will use the same method to confirm parental permission as required by other laws, including the California Consumer Privacy Act.

## **Retention**

PLTW retains personally identifiable information only as long as it is needed for permissible business purposes, as required by law, and in accordance with record retention policies. Upon expiration of the retention period, personally identifiable information is disposed of in a secure manner.

## **Changes to this privacy policy**

We have the discretion to update this Privacy Policy at any time. When we update the Privacy Policy, we will revise the "updated" date at the top of this page. We encourage Users to frequently check this page for any changes to stay informed about how We collect and use Your information. You acknowledge and agree that it is Your responsibility to review this Privacy Policy periodically and become aware of modifications. By using this Site, You agree that the Privacy Policy applies to any current or past information you have shared with PLTW.

## **Access from Outside the United States; Acceptance of Policy**

- If you are located outside of the United States, please note that any personal information collected through this Site may be transferred to the United States and

**Skip to main content**



other countries that might not provide an equivalent level of protection as the data protection laws in your home country.

- Your use of this Site or submission of any personal information constitute your express consent to the collection, use, disclosure, processing and storage of your personal information outside of your home country.
- We collect and use information as reasonably necessary to fulfill requests by Users, to operate Our business, and to comply with law. By using this Site, You signify Your acceptance of this Privacy Policy.
- If You do not agree to this Privacy Policy, please do not use our Site. Your continued use of the Site following the posting of changes to this policy will be deemed Your acceptance of those changes.

## Contact Us

If You have any questions about this Privacy Policy or Your interactions with this Site, please contact us at: [solutioncenter@pltw.org](mailto:solutioncenter@pltw.org)

**Updated: November 2019**

# PLTW

## EXPLORE CURRICULUM

PLTW Launch

PLTW Gateway

PLTW Computer Science

PLTW Engineering

PLTW Biomedical Science

[Investment](#)

[Funding & Grants](#)

[Classroom Implementation](#)

[Standards Connections](#)

[FAQs](#)

## PROFESSIONAL DEVELOPMENT

[Training Schedules](#)

## EXPERIENCE PLTW

[Blog](#)

[National Awards](#)

[Success Stories](#)

[Events](#)

[Student Opportunities](#)

[School Locator](#)

## MORE

[Partners](#)

[About Us](#)

[Careers](#)

[Resources](#)

[Contact Us](#)

[Shop PLTW](#) 

©2023 Project Lead The Way. All rights reserved.

[Terms of Service](#)

[Privacy Policy](#)

[Legal & Compliance](#)

[Accessibility](#)

[Sitemap](#)